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**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

APPLICATION OF VOICECOM TELECOMMUNICATIONS,)
LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE RESOLD LONG)
DISTANCE TELECOMMUNICATIONS SERVICES)
AND FOR ALTERNATIVE REGULATION OF ITS LONG)
DISTANCE SERVICE OFFERINGS)

DOCKET NO. 2005-85-C

Voicecom Telecommunications, LLC ("Applicant") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Resold Long Distance Service within the State of South Carolina. In addition, Applicant requests that the Commission regulate its long distance service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

Applicant proposes to offer resold inbound and outbound interexchange telecommunications services and operator-assisted services to its presubscribed Customers.

All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, Applicant respectfully states as follows:

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COMMISSION

1. The name and address of the Applicant are:

Applicant Voicecom Telecommunications, LLC
Address 5900 Windward Parkway
Alphaetta, GA 30005
Telephone: (770) 325-8000
Facsimile: (770) 663-5488
Toll Free: (888) 554-7835
Website: www.voicecom.com

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Attorney name George O. Rebensdorf
Address 30211 Avenida de las Banderas, Ste. 200
Rancho Santa Margarita, CA 92688
Telephone: (949) 766-6710
Facsimile: (949) 666-5539
E-mail: gr@rebensdorf.com

3. Contact person regarding ongoing operations of the Company is:

Applicant Dan Mell, CFO
Telephone: (770) 663-5051
Facsimile: (770) 663-5488
E-mail: dan.mell@voicecom.com

4. Description of Applicant

Applicant is a limited liability company that was incorporated in the state of Delaware on February 26, 2002. Certificates of Incorporation and Authority to Transact Business in the State of South Carolina are attached hereto as Exhibit A. Applicant's Registered Agent in the State of South Carolina is:

CSC
5000 Thurmond Mall Boulevard
Columbia, SC 29201

5. Officers and Directors and Legal Counsel

See Exhibit B

6. Customer Service

Applicant understands the importance of effective customer service for local and long distance service consumers. Applicant has made arrangements for its customers to call the Company at its toll-free customer service number, 888554-7835. In addition, Customers may contact the Company in writing at the headquarters address and via e-mail at Vanessa.stewart@voicecom.com. The toll-free number will be printed on the customers' monthly billing statements.

7. Financial Ability

Applicant has sufficient financial resources to operate in South Carolina. In support of the Company's financial ability to provide the proposed services, the Applicant offers its financial statements in Exhibit C.

8. Managerial and Technical Ability

Exhibit D contains a brief overview of the managerial experience of Applicant. The Company has the managerial experience in the telecommunications industry that will allow it to be a successful competitive local exchange and toll provider.

9. Proposed Service Territory

Applicant proposes to offer resold long distance service. Long distance service will be offered throughout the State of South Carolina. Exhibit E contains the proposed interexchange tariff of Applicant.

10. Public Interest and Need

Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, Applicant will offer its Customers the ability to have intrastate, interstate and international toll services.

The granting of Applicant's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,

- C. The provision of service by Applicant will not adversely impact the public interest.

Applicant's entry into the market will not disadvantage any telephone service providers. Incumbent providers are presently serving nearly all of the customers in South Carolina. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefit from a wider choice of service and options. The resulting reduced rates that competitive pressures bring to the market stimulate demand, resulting in growing revenues for both new entrants and established firms. Therefore, the approval of Applicant's application is clearly in the public interest.

11. Waivers and Regulatory Compliance

Applicant requests that the Commission grant it a waiver of those regulatory requirements inapplicable reseller service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the interexchange market.

- A. Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations. Therefore, Applicant requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Alpharetta, Georgia. In the event that the Commission finds it necessary to review Applicant's books, this information will be provided upon request to the Commission or Applicant will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. Applicant finally requests waivers of any reporting requirements which are not applicable to competitive providers such as Applicant because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the states' local exchange and resale market.

13. Alternative Regulation of Business Service Offerings

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to

file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Applicant submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that Applicant has the technical, financial and managerial resources to provide resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of Applicant will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, Applicant respectfully petitions this Commission for authority to operate as a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

By George O. Rebensdorf
George O. Rebensdorf
30211 Avenida de las Banderas, Ste. 200
Rancho Santa Margarita, CA 92688
(949) 766-6710
(949) 666-5539
gr@rebensdorf.com

Rancho Santa Margarita, CA
December 13, 2004

Voicecom Telecommunications, LLC

SCHEDULE OF EXHIBITS

Exhibit A	Articles of Incorporation/ Certificate of Authority
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements
Exhibit D	Resumé of Key Employees
Exhibit E	Proposed Interexchange Tariff (<i>LXC</i>)

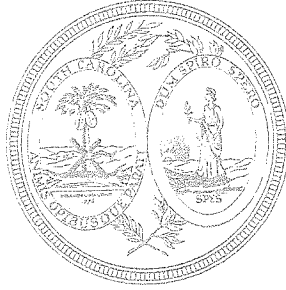
Voicecom Telecommunications, LLC

EXHIBIT A

South Carolina Certificate of Authority

Articles of Incorporation

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

VOICECOM TELECOMMUNICATIONS, LLC, A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on November 18th, 2002, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
2nd day of December, 2004.

Mark Hammond

Mark Hammond, Secretary of State

Voicecom Telecommunications, LLC

EXHIBIT B

Officers, Directors and Legal Counsel

Exhibit B

Chairman	Alec E. Gores	10877 Wilshire Blvd., Suite 1805 Los Angeles, CA 90024 310-209-3989
Vice Chairman	Vance W. Diggins	6260 Lookout Road Boulder, CO 80301 303-531-3101
CEO	James R. Bailey	6260 Lookout Road Boulder, CO 80301 303-531-3104
President	Kevin Moran	5900 Windward Parkway, Suite 500 Alpharetta, GA 30005 770-663-5050
CFO	Dan Mell	5900 Windward Parkway, Suite 500 Alpharetta, GA 30005 770-663-5051
VP / Asst. Secretary	Keith Cummings	5900 Windward Parkway, Suite 500 Alpharetta, GA 30005 770-663-5052
Vice President	Catherine B. Scanlon	6260 Lookout Road Boulder, CO 80301 303-531-3133
Vice President	David M. McGovern	10877 Wilshire Blvd., Suite 1805 Los Angeles, CA 90024 310-209-3987
VP / Secretary	Eric R. Hattler	10877 Wilshire Blvd., Suite 1805 Los Angeles, CA 90024 310-209-3980
VP/ Asst. Secretary	Dave McEvoy	10877 Wilshire Blvd., Suite 1805 Los Angeles, CA 90024 310-209-3999

Voicecom Telecommunications, LLC

EXHIBIT C

Financial Statements

Voicecom Consolidated Statements Of Operations (unaudited)
2004 YTD Total Through November 30, 2004
(in thousands)

Revenue	\$	34,225	'04 YTD Total
Telecommunications Costs		9,960	
Gross Profit		<u>24,266</u>	
Direct Operating Costs		6,414	
Contribution Margin		<u>17,852</u>	
Operating Expenses			
Selling and marketing		3,891	
General and administrative		7,669	
Research and development		857	
Depreciation		3,904	
Total operating expenses		<u>16,322</u>	
Operating Loss		1,530	
Other (Expense) Income			
Interest Expense & Other (net)		(849)	
Other, net		-	
Total other (expense) income		<u>(849)</u>	
(Loss) Income Before Income Taxes		681	
Income Tax Expense (Benefit)		15	
Net Loss	\$	<u><u>667</u></u>	

EXHIBIT C

Voicecom Consolidated Balance Sheets (unaudited)
November 30, 2004
(in thousands)

	Nov-04
ASSETS	
CURRENT ASSETS:	
Cash	\$ 479
Accounts Receivable (less allowance)	4,436
Prepaid Expenses and Other	213
Total Current Assets	<u>5,128</u>
PROPERTY AND EQUIPMENT	
Property and Equipment	14,936
Accumulated Depreciation	(12,618)
Property and Equipment, Net	<u>2,318</u>
OTHER ASSETS	
Other Long-Term Assets	190
Total Other Long-Term Assets	<u>2,508</u>
TOTAL ASSETS	<u>\$ 7,636</u>
CURRENT LIABILITIES:	
Accounts Payable	\$ 3,872
Deferred Revenue	2,747
Accrued Taxes	423
Accrued Expenses & Other	1,770
Short-Term debt (FH revolver)	1,807
Long-Term Debt - Current Portion	1,249
Total Current Liabilities	<u>11,866</u>
LONG-TERM LIABILITIES	
Long-Term Debt	1,074
Other long term liabilities	439
Total Long-Term Liabilities	<u>1,513</u>
TOTAL LIABILITIES	<u>13,379</u>
SHAREHOLDERS' EQUITY	
Retained Earnings - Current	667
Retained Earnings - Prior	(6,410)
TOTAL SHAREHOLDER EQUITY	<u>(5,743)</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 7,636</u>

EXHIBIT C

FINANCIALS

Voicecom Statement of Retained Earnings (unaudited) 2004 YTD Total Through November 30, 2004 (in thousands)

Beginning Retained Earnings, 12/31/03	(6,410)
+ Net Earnings, January 1, 2004 through November 30, 2004	667
- Cash dividends	-
+/- Prior Period Adjustments	-
+/- Miscellaneous Other	-
Ending Retained Earnings, 11/30/04	<u>(5,743)</u>

EXHIBIT C

FINANCIALS

Voicecom Consolidated Statement Of Cash Flows (unaudited) 2004 YTD Total Through November 30, 2004 (in thousands)

	'04 YTD
CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	\$ 667
Adjustments to reconcile net income (loss) to net cash provided by operating activities:	
Depreciation and Amortization	3,904
(Gain) Loss on the disposition of equipment	20
Changes in assets and liabilities:	
Trade Accounts Receivable, net of ADA	756
Prepaid expenses and other assets	191
Accounts payable and other liabilities	(2,610)
Deferred revenue	(201)
Total Adjustments	2,060
Net Cash (used by) provided by operating activities	2,727
CASH FLOWS FROM INVESTING ACTIVITIES	
Capital Expenditures	(173)
Net Cash (used from) provided by investing activities	(173)
CASH FLOWS FROM FINANCING ACTIVITIES	
Net (repayments) borrowings under line of credit	17
Principal payments on long-term debt	(2,123)
Principal payments under capital lease obligations	(87)
Net cash (used from) provided by financing activities	(2,193)
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	361
CASH AND CASH EQUIVALENTS, beginning of period	118
CASH AND CASH EQUIVALENTS, end of period	\$ 479

EXHIBIT C

Voicecom Telecommunications, LLC

EXHIBIT D

Resumé of Key Employees

10/20/04

Voicecom Telecommunications LLC - Executive Bios**Kevin Moran**

President, Voicecom

Kevin M. Moran is President and Chief Executive Officer for Voicecom, a leading provider of integrated communications solutions. Kevin is responsible for all aspects of the Voicecom business including defining the strategic direction of the company, setting the company culture, streamlining business costs and participating as the top member of the Voicecom sales team to help increase revenue. His vision for the company is defined by being able to provide cost-effective communications solutions for small to mid-sized companies that provide real value.

Kevin joined Voicecom in 1995 as Director of Wholesale Services. In 2002, he played a significant role in the sale of Voicecom to Gores Technology Group, a privately held international acquisition and management company and was appointed as President and Chief Executive Officer. With more than 16 years of experience in business development, operations management and strategic alliance formation, Kevin has been responsible for the development and sale of outsourced transaction-based applications, achieving significant success in the Telco and Wireless marketplace.

Prior to joining the company, Kevin was a Southern Regional Sales Manager with Witel Network Services, a subsidiary of the Williams Companies' (NYSE: WMB), a predecessor of WorldCom, Inc.

Kevin holds a B.S. from the University of Tulsa.

Dan Mell

VP, Chief Financial Officer

Dan Mell is the Chief Financial Officer of Voicecom, a leading provider of integrated communication solutions. He is responsible for overseeing the functioning of Voicecom's facilities and the Accounting, Billing, and Human Resources departments. Dan originally joined the Voicecom team back in 1995 as Manager of International Business Development.

Dan has 16 years of experience in the telecommunications industry. Prior to his work at Voicecom, Dan had held several positions with Nortel Networks in its finance organization.

Dan holds a Masters of Business Administration degree in Finance and Accounting from McGill University in Montreal, Canada.

Keith Cummings

VP, Finance & Controller

Keith Cummings is the VP Finance & Controller of Voicecom, a leading provider of integrated communication solutions. He is responsible for overseeing Voicecom's accounting, financial planning and analysis, accounts payable, purchasing, payroll, Human Resources and facilities. Keith originally joined the Voicecom team back in 1998 as Director of Financial Planning and Analysis.

Keith has 14 years of experience in the accounting and finance field. Prior to his work at Ptek, Keith had an extensive telecommunications background, providing similar financial and accounting functions for both MCI and BellSouth. He also worked in the public accounting arena for PricewaterhouseCoopers.

Keith is a Certified Public Accountant and holds a Masters of Business Administration degree in Finance from Georgia State University in Atlanta.

Jerry Hooks

VP, Operations

Jerry Hooks is Vice President of Operations for Voicecom, a leading provider of integrated communications solutions. He is responsible for International Network Operations which includes Tier I, II & III Level Technical Support, Network Surveillance, Telco Provisioning, LEC/IXC Interface, Carrier Billing & Contract Administration, Field Operations, Project Coordination, Network Security/Fraud, Desk Top Support, PC/LAN/WAN, Internal PBX/ACD Support, Network Architecture & Design and IT/Data Operations supporting all platforms.

Before joining Voicecom, Hooks served as Vice President of Customer Support and Network Operations, a Corporate Officer of the company for Intermedia Communications, a WorldCom Inc. company. Hook's teams were responsible for providing nationwide support for ATM/Frame Relay Data, Voice and Internet networks, strategic partners, first level support of Major Account, Commercial and Government customers and associated sales channels. While at Intermedia he created a metrics dashboard for Network Operations and significantly improved performance during the first year. Hook's career has also included various engineering, design, technology, operations and customer service assignments with Vista-United Telecommunications and The Disney Company, which spanned 26 years.

Hooks earned his certificate in Executive Business Management Program from Rollins College at Winter Park, Florida in 1986.

John Keegan

VP, Information Systems

John Keegan is Senior Vice President of Information Systems for Voicecom, a leading provider of integrated communications solutions. Keegan is responsible for overseeing the management and technical direction of all Voicecom Information Systems Departments that design, develop, and support all systems and software used to manage the Voicecom business. Additionally, he is responsible for evaluating and leveraging new technology for both back-office and Voicecom product offerings.

Prior to joining Voicecom, Keegan was Director of Management Information Systems at VoiceCom Systems Inc., which was acquired by Ptek Holdings, Inc. in 1997. At VoiceCom Systems, he served a variety of capacities, which include leading the Integrated Voice Response group and running the MIS department. He was also instrumental in developing and rolling out the corporate flagship calling card product, AccessOne.

Keegan's other experiences include serving as a principal for two software startup companies, FinishLine Software and Advanced Medical management Systems, Inc. He also spent 11 years in technical management positions and developed software products for Digital Equipment Corporation.

Keegan earned a Bachelor's of Technology degree from New York Institute of Technology.

Voicecom Telecommunications, LLC

EXHIBIT E

Proposed Long Distance (*IXC*) Tariff

TELECOMMUNICATIONS SERVICES

Applying to Resale of Intrastate
Common Carrier Communications
Services Between Points in the
State of South Carolina

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the **South Carolina Public Service Commission** and copies may be inspected, during normal business hours, at **Voicecom Telecommunications, LLC, 5900 Windward Parkway, Suite 500, Alpharetta, GA 30005.**

ALL MATERIALS IN THIS TARIFF ARE NEW

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
Voicecom Telecommunications, LLC
5900 Windward Parkway, Suite 500
Alpharetta, GA 30005
(770) 663-5322

Check List

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION NO.</u>	33	Original
1	Original	<u>SHEET</u>	<u>REVISION NO.</u>
2	Original		
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
19	Original	50	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
Voicecom Telecommunications, LLC
5900 Windward Parkway, Suite 500
Alpharetta, GA 30005
(770) 663-5322

Symbols

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (X) To signify a reference to other published tariffs.
- (Z) To signify a correction.

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
Voicecom Telecommunications, LLC
5900 Windward Parkway, Suite 500
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(770) 663-5322

TABLE OF CONTENTS

1	TECHNICAL TERMS AND ABBREVIATIONS	8
2	RULES AND REGULATIONS	14
2.1	Undertaking of the Company	14
2.2	Responsibility and Use	15
2.3	Compliance	15
2.4	Abuse	16
2.5	Call Blocking	16
2.6	Billing and Payments	17
2.7	Taxes	19
2.8	Advance Payments	19
2.9	Deposits	20
2.10	Credit Limit	20
2.11	Indemnification by Customer	21
2.12	Customer Premises Equipment ("CPE")	21
2.13	Interconnection	22
2.14	Title	23
2.15	Interruption	23
2.16	Assignment or Transfer	24
2.17	Discontinuation	24
2.18	Restoration of Services	24
2.19	Disclaimer	25
2.20	Limitation of Liability	25
2.21	Indemnification	27
2.22	Credits and Credit Allowances	28
2.23	Minimum Service Period	29
2.24	Calling Card Services	29
2.25	Contract Service Arrangements	29
2.26	Force Majeure	29
2.27	Customer Premises	30
2.28	Full Force and Effect	31
2.29	Cooperation	31
2.30	Governing Law	31
3	DESCRIPTION OF SERVICES	32
3.1	Description of Services	32
3.2	Timing of Calls	37

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
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(770) 663-5322

TABLE OF CONTENTS (CONT.)

4	RATES.....	38
4.1	Return Check Charge.....	38
4.2	Late Payment Charge.....	38
4.3	Reconnection Fee.....	38
4.4	Promotions.....	38
4.5	Miscellaneous Rates and Charges.....	38
4.6	One Plus Service Rates.....	39
4.7	Prepaid Calling Card Rates.....	40
4.8	Calling Card Rates.....	42
4.9	Voice-Tel personal assistant Service Rates.....	47
4.10	Orchestrate™ personal assistant Service Rates.....	47
4.11	Orchestrate™ office Service Rates.....	48
4.12	Personal Toll-Free Service Rates.....	48
4.13	Payphone Compensation Surcharge.....	48
4.14	Account Maintenance Fee.....	48
4.15	Directory Assistance.....	49
4.16	Rates for Hearing or Speech Impaired.....	49
4.17	Application Periods.....	49
4.18	Computation of Charges.....	50

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. These new pages are identified in decimal format. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page on file with the South Carolina Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a)

2.1.1.A.1.(a).I

2.1.1.A.1.(a).I.(i)

2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
Voicecom Telecommunications, LLC
5900 Windward Parkway, Suite 500
Alpharetta, GA 30005
(770) 663-5322

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier communications service by **Voicecom Telecommunications, LLC** (hereinafter referred to as the "Company") within the State of South Carolina.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
Voicecom Telecommunications, LLC
5900 Windward Parkway, Suite 500
Alpharetta, GA 30005
(770) 663-5322

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Agent

“Agent” means a person, firm, company, corporation, or other entity who is authorized to distribute Services to Customers or Users on the Company’s behalf.

Authorization Code

“Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Service provided by the Company and to identify the Customer for billing purposes.

Calling Card

“Calling Card” means a telephone calling card (other than a Prepaid Calling Card) which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agent, and (iii) permits a User to use the Services, as further described at Section 3.1 hereof.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or by the FCC to provide communications service to the public.

Commission

“Commission” means the South Carolina Public Service Commission.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.22 hereof.

Issued: [DATE]

Effective: [DATE]

By: Kevin Moran, President
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Alpharetta, GA 30005
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1 Technical Terms and Abbreviations (cont.)

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.22 hereof.

Credit Limit

“Credit Limit” means a credit limit placed on Customer’s monthly consumption of Service pursuant to Section 2.10 hereof.

Customer

“Customer” means the person, firm, company, corporation, or other entity that (i) pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company or its Agent, (iii) prepays the Company for use of the Services via a Prepaid Calling Card up to a pre-established credit limit, or (iv) accesses the Service by dialing the Company’s Access Code.

Day

“Day” means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Evening

“Evening” means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

Issued: [DATE]

Effective: [DATE]

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Alpharetta, GA 30005
(770) 663-5322

“Governmental Authority” means any regulatory, judicial, administrative, or other domestic federal, state or municipal governmental authority (including without limitation the Commission) having jurisdiction over the Company, over any Other Provider, or over the provision of Services hereunder.

Issued: [DATE]

Effective: [DATE]

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1 Technical Terms and Abbreviations (cont.)

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

LEC

“LEC” means a Carrier authorized by a state Governmental Authority to provide communications service within one or more domestic local telephone exchanges.

Local Access and Transport Area (“LATA”)

“Local Access and Transport Area” (“LATA”) means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications services.

Local Telephone Billing Option

“Local Telephone Billing Option” has the meaning set forth in Section 4.6.1 hereof.

Minimum Service Period (“MSP”)

“Minimum Service Period” (“MSP”) means the minimum period of time during which a Customer takes Service ordered under Service Orders under this Tariff.

Issued: [DATE]

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1 Technical Terms and Abbreviations (cont.)

Night/Weekend ("N/Wkd")

"Night/Weekend" or "N/Wkd" means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

One Plus Service

"One Plus Service" means the One Plus Service described at Section 3.1.1 hereof.

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Calling Card

"Prepaid Calling Card" means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agents, and (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit pre-established by the Customer with) the Company.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or by any other Governmental Authority or which arise under any federal, state, local, foreign or international treaty, law, statute, utility code, ordinance, rule, order or decree and which are applicable to the Services or to any provision of this Tariff.

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1 Technical Terms and Abbreviations (cont.)

Resp-Org

“Resp-Org” or “Responsible Organization” shall mean the entity that has responsibility for the management of toll-free telephone numbers in the Service Management System (“SMS”) database, including maintaining Customer records in the SMS and accessing the SMS: (a) to search and reserve toll-free telephone numbers; and (b) to create and maintain toll-free telephone number Customer records, including call processing records.

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s communications common carrier service(s) provided under this Tariff.

Service Order

“Service Order” means a Company designated form used from time to time by Customer for ordering Service hereunder or for acquiring Prepaid Calling Cards.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Telecommunications

“Telecommunications” means the transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Termination (Terminate)

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Effective: [DATE]

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(770) 663-5322

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Service, either at Customer’s request, or by the Company in accordance with Regulations.

1 Technical Terms and Abbreviations (cont.)

Toll-Free Service

“Toll-Free Service” means the Toll-Free Service described at Section 3.1 hereof.

User

“User” means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff, or who lawfully acquires a Prepaid Calling Card from a Customer or an Agent. For purposes of illustration, a User includes any person to whom the Customer sells or gifts a Prepaid Calling Card.

2 RULES AND REGULATIONS

The Company is a reseller of intrastate communications common carrier services.

2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise its best efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users’ use as soon as practicable after the Company’s receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The obligations of the Company to provide Services under this Tariff are subject to the following: (i) availability, procurement, construction, and maintenance of facilities (including without limitation those facilities of Other Providers); (ii) interconnection to Other Providers□ services or facilities as required; (iii) any applicable Credit Limit; or (iv) receipt of any applicable advance payment or Deposit.

Issued: [DATE]

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- 2.1.4 The Company reserves the right: (i) to discontinue or temporarily suspend Service to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Service to any User location or to any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Service in excess of any applicable Credit Limit or advance payment. Services may not be available from certain coin-operated or other pay telephones located on prisons, military bases and colleges for reasons including, but not necessarily limited to, the detection of fraudulent use of Services at those locations.

Issued: [DATE]

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2.2 Responsibility and Use

- 2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.
- 2.2.3 The Company's sole responsibility with respect to provision of Services in connection with Prepaid Calling Cards is to make Services available to Users using such Prepaid Calling Cards in accordance with Section 3.1.2 of this Tariff.

2.3 Compliance

- 2.3.1 The Services may not be used for any unlawful purpose whatsoever.
- 2.3.2 The Company and Customer shall (and Customer shall cause User to) comply with all applicable Regulations.

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2.4 Abuse. Abuse of the Services is prohibited. The following activities constitute abuse:

- 2.4.1 Using the Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another; or
- 2.4.2 Using the Service in violation of the non-interference and signal quality restrictions set forth in Section 2.13.3; or
- 2.4.3 Acquiring or reserving an 800, 888 or 877 telephone number provided by the Company for the primary purpose of selling, brokering, bartering or releasing it to another party for a fee or other consideration; or
- 2.4.4 Using the Service (or any other telephone number advertised or widely understood to be toll free in connection with the Service) in any of the following ways:

2.4.4.A With the exception of circumstances where the calling party has a presubscription or comparable arrangement or discloses a credit or charge card number during the call, in any manner that would result in: (a) assessment of a charge for completing an 800, 888 or 877 call on the calling party or on the subscriber to the line from where the 800, 888 or 877 call originated; (b) connection of the calling party to a pay-per-call service; or (c) assessment of a charge on the calling party for information conveyed during the toll free call; or

2.4.4.B Calling the calling party back collect for the provision of audio or data information services, simultaneous voice conversation services or products.

2.5 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which: (i) are made to or from certain countries, cities, or central office ("NXX") exchanges, or (ii) make use of certain Authorization Codes, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.6 Billing and Payments

- 2.6.1 Except as otherwise provided herein, charges for Services will be billed to Customer, either directly or indirectly via third-party billing arrangements (e.g., LEC, credit card company), on (i) a monthly (30 day) basis, in arrears, based on the Users' actual usage, or (ii) a more frequent basis (e.g., daily or weekly), in arrears, based on the User's consumption of Service in excess of any applicable Credit Limit. Discounted rates set forth in Section 4 hereof may be available to Customers who utilize the Company's direct billing option.
- 2.6.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof; provided, however, that charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid by the Customer.
- 2.6.3 Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.
- 2.6.4 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Calling Card Services are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

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2.6 Billing and Payments (cont.)

2.6.5 Except as otherwise provided herein, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to written notice and to any other applicable Commission Regulations. Notice, for purposes of this Section 2.6.5, is to be deemed effective upon mailing of written notice, postage prepaid, to Customer's last known address. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Termination by Customer for purposes of this Section 2.6.5 will be deemed effective five (5) business days following the date of Company's receipt of Customer's Termination notice. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is deemed to be conclusively correct and binding upon the Customer.

2.6.6 Payphone Compensation Surcharge. In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997, an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's Services. This charge, is in addition to standard tariffed usage charges and any applicable charges associated with the Company's Service. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Payphone Compensation Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol). Whenever possible, the Payphone Compensation Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Compensation Surcharge may be billed on a subsequent invoice after the Company has obtained information from an Other Provider that the originating station is an eligible pay telephone. The Payphone Compensation Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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2.6 Billing and Payments (cont.)

2.6.7 800, 888 and 877 Number Portability. If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in Service, including a request for Resp-Org change, until such charges are paid in full.

2.7 Taxes

2.7.1 All federal, state, and local excise, sales, use and similar taxes, will be billed by the Company as separate line items on Customer's invoice, and, except as otherwise set forth in Section 2.7.2 hereof, are not included in any quoted rates described or contained in this Tariff.

2.7.2 The Company reserves the right to assess a surcharge on Customer's charges for outbound Services terminating at, or inbound Services originating from, locations or addresses in those states levying, or asserting a right to levy, a gross receipts tax or similar assessment on the Company's operations or on intrastate access charges incurred by the Company in such state(s). The surcharge will be calculated pro rata based on the amount Customer's total monthly charges for Services provided to and billed to a Customer's location or Authorization Code in such state(s) bears to the Company's total monthly receipts subject to said tax or assessment in such state(s). The surcharge will appear as a line item on Customer's invoice.

2.8 Advance Payments

The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section 2.8 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

Issued: [DATE]

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2.9 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion, may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary in its sole judgment and discretion. Any such cash deposit will bear simple interest at a rate of six percent (6%) per annum or at such other rate as may be determined by a competent Regulatory Authority. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit required under this Section 2.9.

2.10 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period.

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(770) 663-5322

2.11 Indemnification by Customer

2.11.1 Customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.11.1.A Libel or slander resulting from any use of the Services provided to any User hereunder;

2.11.1.B Infringement of any patent, copyright, trademark, trade name or trade secret arising from: (i) the transmission of any material transmitted: (a) by any User, or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.11.1.C Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.12 Customer Premises Equipment ("CPE")

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended). The Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

Issued: [DATE]

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2.13 Interconnection

- 2.13.1 The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.13.2 Interconnection with the facilities or services of Other Providers is subject to the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and those of Other Providers must be provided at the Customer's sole expense. Customer shall comply with all applicable terms and conditions of service provided by said Other Providers.
- 2.13.3 Customer is solely responsible for ensuring that Telecommunications signals transmitted by Users via the Services will not interfere with the operations of the Company or those of Other Suppliers, or with the provision or use of similar services provided by the Company or by Other Suppliers to any third party. All such signals must be of the proper type, bandwidth, and other technical parameters so as to neither damage the Company's or Other Providers' equipment nor degrade Service supplied to third parties. Except with respect to Services obtained through Prepaid Calling Cards, Customer must ensure:
- 2.13.3.A that all Users employ physical arrangements for protection of the Company's facilities in circumstances where the Company, in its sole opinion and discretion, deems such protection to be reasonably necessary;
- 2.13.3.B that all Users provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of the Company's equipment on their premises;

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2.13 Interconnection (cont.)

2.13.3.C that all equipment, facilities or Other Providers' services connected with those of the Company are constructed, operated, and maintained so as to work satisfactorily with the Services; and

2.13.3.D that all such equipment, facilities and Other Providers' services avoid hazard, damage, or injury to the Company's facilities or plant, its employees or subcontractors, or to the public.

2.13.4 Notwithstanding any other provision of this Tariff, the Company has the right to Terminate or suspend Service to any User found to be in violation of the foregoing Section 2.13.3.

2.14 Title

Title to any and all equipment or facilities provided by the Company under this Tariff will remain in the Company.

2.15 Interruption

2.15.1 Notice. The Customer must promptly notify the Company of any Interruptions in Service of which it becomes aware; provided, however, prior to giving such notice, the Customer shall ascertain that the Interruption is not being caused by any action or omission of the User or by any non-Company supplied wiring or equipment connected to the Company's facilities. The Company's obligations under this Tariff to apply Credits or Credit Allowances to Customer's account for any Interruptions are expressly conditioned upon Customer's strict compliance with this Section 2.15.1.

2.15.2 Scheduled Interruptions. The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

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2.16 Assignment or Transfer

Customer may not transfer, assign or otherwise convey the use of the Company's Services or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the Service or facilities. All regulations and conditions pertaining to the Services contained in this Tariff shall apply to all such permitted assignees or transferees.

2.17 Discontinuation

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) to any applicable Regulations, for any of the following reasons:

2.17.1 by order of a Governmental Authority;

2.17.2 in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation, violation of the provisions of this Tariff or of any other Regulations by the Customer, by any other User, or by any other person;

2.17.3 the use of Services in excess of a Customer's Credit Limit (if any) or Company's failure to receive an advance payment (if so required) for Services provided hereunder; or

2.17.4 Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.18 Restoration of Services

The Company shall restore any Terminated Services in accordance with Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

Issued: **[DATE]**Effective: **[DATE]**

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2.19 Disclaimer

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE PROVISION OF SERVICES HEREUNDER.

2.20 Limitation of Liability

2.20.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof.

2.20.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.20.1 hereof.

2.20.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.20.1 hereof.

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2.20 Limitation of Liability (cont.)

- 2.20.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.
- 2.20.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.20.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

Issued: [DATE]

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2.21 Indemnification

Subject to the limitations of liability set forth in Section 2.20 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.21 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.21 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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2.22 Credits and Credit Allowances

2.22.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.22.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, (iii) are not due to either equipment or wiring supplied by any person other than the Company, and (iv) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours (for the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.22.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Other Provider. Any other provision of this Section 2.22 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

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2.22 Credits and Credit Allowances (cont.)

2.22.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly recurring charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.23 Minimum Service Period

The Minimum Service Period will be for the term specified in Customer's Service Order (if any).

2.24 Calling Card Services

Subject to the limitations set forth in Regulation Z or any other applicable Regulation, the Customer shall be solely responsible for any and all charges for calls (including without limitation any fraudulent or unauthorized calls) made using the Company's Calling Card Service or Prepaid Calling Card Service.

2.25 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

2.26 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes,

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insurrections, national emergencies, wars, labor disputes, or any Regulation or other directive, action or request of any Governmental Authority.

2.27 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

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2.28 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.29 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.30 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Carolina.

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3 DESCRIPTION OF SERVICES

3.1 Description of Services

Services consist of (i) One Plus Service, (ii) Prepaid Calling Card Service, (iii) Calling Card Service, (iv) Voice-Tel personal assistant Service, (v) Orchestrate™ personal assistant Service, (vi) Orchestrate™ office Service, and (vii) Personal Toll-Free Service, as described herein. Services may be originated from any location points within the State of South Carolina. Enhanced service features are contained in this Tariff for informational purposes only. Enhanced Services are not offered pursuant to this Tariff.

3.1.1 One Plus Service.

Premiere's One Plus Service is a switched telecommunications service which permits Users to establish communications between points within the State of South Carolina.

3.1.2 Prepaid Calling Card Service.

Premiere's Prepaid Calling Card Service consists of Premiere Prepaid Calling Card Service and National Collegiate™ Prepaid Calling Card Service. Users may use Prepaid Calling Cards to originate outbound, direct dial calls, via Company provided toll free telephone numbers in order to complete switched telecommunications calls between points within the State of South Carolina. Prepaid Calling Card Services are subject to the following terms and conditions.

3.1.2.A Unit Value. Prepaid Calling Cards may be obtained from the Company, from Agents or from Customers in various minute denominations with a per-minute value as set forth in Section 4.7, which may include taxes. Prepaid Calling Card calls are measured in one (1) minute increments, rounded to the next higher full minute.

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3.1 Description of Services (cont.)

3.1.2.B Other Conditions of Service

- (i) Prepaid Calling Card calls to 700, 800, 888, 877, 900, 950, 976 and other similar numbers will not be completed.
- (ii) Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- (iii) Prepaid Calling Card balances will be reduced and depleted based upon User's usage. Users may be given notice (e.g., by automated operator intervention) one minute before the available card balance is depleted. When the balance is depleted, the call will be terminated.
- (iv) Third party billing and person-to-person calls may not be made with Prepaid Calling Cards.
- (v) Some promotional Prepaid Calling Cards are non-refundable and will expire on the date specified on the card (or on the package in which the card is included) as applicable.
- (vi) The Company will credit the account of a User's Prepaid Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company; (b) not proximately caused by the Company or its Agents; or (c) caused, in whole or in part, by the User.
- (vii) The Company will charge a User's Prepaid Calling Card a monthly Account Maintenance Fee as set forth in Section 4.14 to support Prepaid Calling Card account maintenance and support.

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3.1 Description of Services (cont.)

- (viii) Prepaid Calling Card Recharge Option. Users of Prepaid Calling Cards may be given the option of adding additional dollar or unit values to the Prepaid Calling Card account associated with their card by payment to the Company via a major credit card or a bank checking account draft. This recharge option is available by contacting the Company's customer service department. The minute value of a recharged Prepaid Calling Card is set forth in Section 4.7.

3.1.3 Calling Card Service.

Premiere's Calling Card Services consist of Premiere Worldlink Platinum Calling Card Service, Premiere Worldlink Gold Calling Card Service, Premiere Worldlink Calling Card Service, National Collegiate[™] Calling Card Services, AFCOM Calling Card Service and AFCOM Personal Calling Card Service. Customers may utilize Premiere's Calling Card Services to originate outbound, direct dial calls, via Company-provided toll free telephone numbers in order to complete switched telecommunications calls between points within the State of South Carolina. Calling Card Services are subject to the following terms and conditions.

- 3.1.3.A Unit Value. Calling Card Services may be obtained from the Company, from Agents or from Customers at various per-minute rates as set forth in Section 4.8, exclusive of all taxes. All Calling Card calls are measured in one (1) minute increments, rounded to the next higher full minute, except as otherwise set forth herein.

3.1 Description of Services (cont.)3.1.3.B Other Conditions of Service

- (i) Calling Card calls to 700, 800, 888, 877, 900, 950, 976 and other similar numbers will not be completed.
- (ii) Calling Cards may not be used to make operator assisted calls. However, upon request, the Company's customer service personnel will provide Customers with call completion assistance at no charge.
- (iii) Calling Cards may not be used to make third party billed calls and person-to-person calls.
- (iv) The Company will credit the account of a User's Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company; (b) not proximately caused by the Company or its Agents, or (c) caused, in whole or in part, by the User.
- (v) Calling Card Services may be marketed in conjunction with third parties for which the Company serves as the common carrier.
- (vi) Calling Card charges include per minute usage charges and may also include a per call service charge as set forth in Section 4.8.

3.1.4 Voice-Tel personal assistant Service.

The Company's Voice-Tel personal assistant Service provides a Customer with a unique 800, 888 or 877 Access Code by which the customer may be reached toll free by callers. Upon receiving a call to a Customer's personal assistant Access Code, the personal assistant Service attempts to locate the Customer at certain designated telephone numbers. In addition, the Voice-Tel personal assistant Service permits Customers to obtain access to voice and facsimile mail services, long distance services, conference calling services and information services.

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3.1 Description of Services (cont.)

3.1.5 Orchestrate™ personal assistant Service.

The Company's Orchestrate™ personal assistant Service provides a Customer with a unique Access Code and electronic mail address by which a Customer may obtain access to various communications services for purposes of sending or receiving calls or messages. Depending upon the Service offering (as described hereunder), the Access Code may be an 800, 888, 877 or local telephone number (not available in all areas or with all Service offerings). Upon accessing the Orchestrate™ personal assistant Service, a Customer may access voice and facsimile mail services, long distance services, conference calling services, concierge services, and information services. In addition, a Customer may access electronic mail via telephone, download electronic mail to a facsimile machine, or retrieve voice mail messages via electronic mail. Upon calling a Customer's Orchestrate™ personal assistant Access Code, a caller may locate the Customer at certain designated telephone numbers, leave a voice or facsimile mail message, or send a numeric page (if a pager number is available). The Company's Orchestrate™ personal assistant Service options are described hereunder:

Feature	Toll Free Access Only	Toll Free Access/Local Voice Mail Access	Toll Free Access/Full Local Access
Worldwide Calling	Yes	Yes	Yes
Voice/Facsimile Mail	Yes	Yes	Yes
E-Mail by Phone	Yes	Yes	Yes
Conference Calling	Yes	Yes	Yes
Information/Concierge Services	Yes	Yes	Yes
Message Notification	Yes	Yes	Yes
Personal 800, 888 or 877 Number	Yes	Yes	Yes
Local Access to Voice Mail	No	Yes	Yes
Unlimited Local Access to Voice Mail	No	Yes	Yes
"Find Me" Service with Call Screening	Yes	Yes	Yes
Local Access to Most Functions	No	No	Yes

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3.1 Description of Services (cont.)

3.1.6 Orchestrate™ office Service.

The Company offers Users of Orchestrate™ office Service the following bundled package of services: a personal home page; electronic mail account; a personal 800, 888 or 877 telephone number; long distance services; voice mail; facsimile mail and electronic mail by phone services; and Internet-based message management, contact management and conference calling services.

3.1.7 Personal Toll-Free Service.

Personal Toll-Free Service is a switched, intrastate, incoming telecommunications service. Customers will be assigned an 800, 888 or 877 incoming call number by the Company for termination and billing of 800, 888 or 877 calls.

3.2 Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon the total time the User actually uses the Services (rounded to the increments set forth in Section 4).

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4 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.3 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.4 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Regulations.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, Telecommunications Relay Service and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

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4.6 One Plus Service Rates

- 4.6.1 Local Telephone Billing Option. The following rates apply to all classes of Services for a presubscribed ("1+") Customer whose invoice from the Company is accompanied with the Customer's local telephone company billing statement. Calls are billed in six (6) second increments and the minimum duration for billing purposes is thirty (30) seconds.

	Day Rates	Evening/Weekends
Business	\$0.1170	\$0.1170
Residential	\$0.1500	\$0.1100

- 4.6.2 Reserved for Future Use.

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4.7 Prepaid Calling Card Rates

4.7.1 Premiere Prepaid Calling Card Rates. The following rates apply to Premiere's Prepaid Calling Card calls. Users are billed at a flat rate, in whole minute increments with the minimum call duration for billing purposes of one (1) minute. The Premiere Prepaid Calling Card call charges may include per call usage charges.

4.7.1.A Intrastate Rate 1. The Company's Intrastate Rate 1 Prepaid Calling Cards provide Users with Service pursuant to flat, per minute rates with no per call charges.

	Usage Charges	Per Call Surcharge
Intrastate Rate 1	\$0.24/min.	\$0.00

4.7.1.B Intrastate Rate 2. The Company's Intrastate Rate 2 Prepaid Calling Cards provide Users with Service pursuant to flat, per minute rates which are less than those of Intrastate Rate 1 Prepaid Calling Cards but are subject to a per call charge.

	Usage Charges	Per Call Surcharge
Intrastate Rate 2	\$0.18/min.	\$0.36

4.7.1.C Intrastate Rate 3. The Company's Intrastate Rate 3 Prepaid Calling Cards provide Users with specialized U.S. to South America Service rates as described in the Company's International Tariff FCC No. 1.

	Usage Charges	Per Call Surcharge
Intrastate Rate 3	\$0.22/min	\$0.44

4.7.1.D Intrastate Rate 4. The Company's Intrastate Rate 4 Prepaid Calling Cards provide Users with specialized U.S. to Caribbean Service rates as described in the Company's International Tariff FCC No. 1.

	Usage Charges	Per Call Surcharge

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Effective: [DATE]

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Intrastate Rate 4	\$0.18	\$0.36
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4.7 Prepaid Calling Card Rates (cont.)

4.7.2 National Collegiate™ Prepaid Calling Card Rates.

The Company offers Prepaid Calling Card Services under the trade name National Collegiate™ to student organizations such as local and national clubs, societies, fraternities and sororities. The following rates apply to National Collegiate™ Prepaid Calling Card calls. Users are billed at a flat rate, in whole minute increments with the minimum call duration for billing purposes of one (1) minute. The Company's National Collegiate™ Prepaid Calling Card call charges may include per call usage charges.

4.7.2.A Reserved for Future Use.

4.7.2.B National Collegiate™ Fund Raiser Rate. The Company's National Collegiate™ Fund Raiser Prepaid Calling Cards provide Users with Prepaid Calling Card Service pursuant to flat, per minute rates with no per-call charges and expire six (6) months from the date of first use.

Plan	Number of Minutes	Per Minute Charge
Fund Raiser A	15	\$0.33
Fund Raiser B	20	\$0.25

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4.8 Calling Card Rates

- 4.8.1 Premiere Worldlink Platinum Calling Card, Premiere Worldlink Gold Calling Card and Premiere Worldlink Calling Card Rates. The Company offers Users of Worldlink Platinum Calling Card Service, Worldlink Gold Calling Card Service and Worldlink Calling Card Service the following package of telecommunications and enhanced service features. Intrastate, long distance calls (i) are billed at flat, per-minute rates, in whole minute increments with the minimum duration for billing purposes of one (1) minute, and (ii) may include a per call charge, a monthly minimum usage charge, or both. Users' billing and payment options include (i) major credit card, (ii) bank checking account draft, or (iii) third party billing company (e.g., local exchange carrier) invoice.

Service	Worldlink Calling Card	Worldlink Gold Calling Card	Worldlink Platinum Calling Card
Free Travel Points	Yes	Yes	Yes
Voice/Facsimile Mail	Yes	Yes	Yes
E-Mail by Phone	Yes	Yes	Yes
Conference Calling	Yes	Yes	Yes
Information/Concierge Services	Yes	Yes	Yes
Message Notification	Yes	Yes	Yes
Personal "800", "888" or "877" Number	No	Yes	Yes
Local Access to Voice Mail	No	Yes	Yes
Unlimited Local Access to Voice Mail	No	No	Yes
"Find Me" Service with Call Screening	No	No	Yes

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4.8 Calling Card Rates (cont.)

4.8.2 Premiere Worldlink Platinum Calling Card Rates.

- (i) Monthly Charge: \$19.95
(ii) Long Distance Charges:

	Per Minute Charge	Per Call Charge
Rate Plan 1	\$0.25	N/A

4.8.3 Premiere Worldlink Gold Calling Card Rates.

- (i) Monthly Charge: \$4.95
(ii) Long Distance Charges:

	Per Minute Charge	Per Call Charge
Rate Plan 1	\$0.25	\$0.25

4.8.4 Premiere Worldlink Calling Card Rates.

- (i) Recurring Charges:

	Per Minute Charge	Per Call Charge	Monthly Minimum Charge
Rate Plan 1	\$0.25	N/A	N/A
Rate Plan 2	\$0.25	\$0.25	N/A
Rate Plan 3	\$0.25	\$0.25	\$0.99
Rate Plan 4	\$0.25	N/A	\$0.99
Rate Plan 5	\$0.18	\$0.85	N/A
Rate Plan 6	\$0.18	N/A	N/A

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4.8 Calling Card Rates (cont.)

4.8.5 AFCOM Calling Card Services Rates.

Premiere offers Calling Card Services under the trade name of "AFCOM" to Users enlisted in the United States armed forces. A User of Premiere's AFCOM Service is billed monthly by debiting the User's bank checking account or the User's major credit card. Calls placed using Premiere's AFCOM Calling Card Service are billed at flat, per-minute rates, in whole minute increments with the minimum duration for billing purposes of one (1) minute. In addition, AFCOM Calling Card Services may include voice mail, facsimile mail, speed dialing, international calling capability, and information services such as news, weather, sports, or horoscope. The following rates apply to AFCOM Calling Card calls:

	Peak Period	Non-Peak Period
AFCOM Calling Card Service	\$0.3300	\$0.3300

4.8.6 AFCOM Personal Calling Card Service Rates.

Premiere offers Personal Calling Card Service under the trade name of "AFCOM" to Users enlisted in the United States armed forces. AFCOM Personal Calling Cards provide Users with a unique 800, 888 or 877 Access Code enabling the User to receive personal voice mail messages or facsimile transmissions. A User of Premiere's AFCOM Services is billed monthly by debiting the User's bank checking account or the User's major credit card. Calls placed using Premiere's AFCOM Personal Calling Card Service (i) are billed at flat, per minute rates, in whole minute increments with the minimum duration for billing purposes of one (1) minute, and (ii) may include a per call charge. In addition, AFCOM Personal Calling Card Services may include a personal greeting, voice mail, facsimile mail, speed dialing, international calling capability, and information services such as news, weather, sports, or horoscope. The following rates apply to AFCOM Personal Calling Card Service:

	Per Minute Rate	Surcharge per call
Plan 1	\$0.2500	\$0.2500
Plan 2*	\$0.2500	\$0.0000

*Note - Plan 2 is issued to members of the officers clubs or non-commissioned officer ("NCO") clubs of the United States Army and Air Force.

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4.8 Calling Card Rates (cont.)**4.8.7 National Collegiate™ Calling Card Rates.**

The Company offers Premiere Worldlink Calling Card Services under the trade name "National Collegiate" to student organizations such as local and national clubs, societies, fraternities and sororities. Intrastate, long distance calls completed via the Company's National Collegiate™ Calling Cards (i) are billed at flat, per-minute rates, in whole minute increments with the minimum duration for billing purposes of one (1) minute, and (ii) may include a per call charge, a monthly minimum usage charge, or both. Users' billing and payment options include (i) major credit card, (ii) bank checking account draft, or (iii) third party billing company (e.g., local exchange carrier) invoice.

4.8.7.A Student Card - Plan A

	Per Minute Rate	Per Call Charge
Day	\$0.39	Campus City: N/A All other locations: \$0.35
Evening	\$0.27	Campus City: N/A All other locations: \$0.35
Night/Weekend	\$0.23	Campus City: N/A All other locations: \$0.35

4.8.7.B Student Card - Plan B

	Per Minute Rate	Per Call Charge
Day	\$0.30	\$0.90
Evening	\$0.15	\$0.90
Night/Weekend	\$0.09	\$0.90

Issued: [DATE]

Effective: [DATE]

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4.8 Calling Card Rates (cont.)

4.8.8 National Collegiate[™] Calling Card Rates.

4.8.8.A Non-Affiliated Student Card - Plan A

	Per Minute Rate	Per Call Charge
Day	\$0.39	\$0.15
Evening	\$0.27	\$0.15
Night/Weekend	\$0.23	\$0.15

4.8.8.B Non-Affiliated Student Card - Plan B

	Per Minute Rate	Per Call Charge
Day	\$0.30	\$0.90
Evening	\$0.15	\$0.90
Night/Weekend	\$0.09	\$0.90

4.8.8.C V.I.P. Card

	Per Minute Rate	Per Call Charge
Day	\$0.39	N/A
Evening	\$0.27	N/A
Night/Weekend	\$0.23	N/A

4.8.8.D Public Card

	Per Minute Rate	Per Call Charge
Day	\$0.18	N/A
Evening	\$0.18	N/A

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(770) 663-5322

Night/Weekend	\$0.18	N/A
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4.9 Voice-Tel personal assistant Service Rates

Voice-Tel personal assistant Services are billed to the Customer's account via direct billing or via a major credit card in one (1) minute increments with a minimum billing period of one (1) minute. The following rates apply to the Voice-Tel personal assistant Services:

- (i) Monthly Charge: \$19.95
- (ii) Long Distance Charges:

	Per Minute Rate	Surcharge per call
Plan 1	\$0.250	\$0.000
Plan 2	\$0.250	\$0.250

4.10 Orchestrate™ personal assistant Service Rates

Intrastate, long distance calls completed by Customers using the Orchestrate™ personal assistant Service (i) are billed at flat, per-minute rates, in whole minute increments with the minimum duration for billing purposes of one (1) minute, and (ii) may include a per call charge, a monthly minimum usage charge, or both. Users' billing and payment options include (i) major credit card, or (ii) direct invoice. The following rates and charges apply to the Orchestrate™ personal assistant Services:

- (i) Service Establishment Charge: \$15.00*
- (ii) Monthly Charge:
 - (a) Toll Free Access Only \$ 9.95
 - (b) Local and Toll Free Access \$19.95
- (iii) Long Distance Charges:

	Per Minute Rate	Surcharge per call
Standard Rate 1	\$0.15	N/A
Partner Rate 1	\$0.14	N/A

(*) Note: The Service Establishment Charge may not apply to certain Orchestrate™ personal assistant offerings depending upon the sales channel (e.g., Internet, direct sales).

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4.11 Orchestrate™ office Service Rates

Intrastate, long distance calls completed by Customers using the Orchestrate™ office Service (i) are billed at flat, per-minute rates, in whole minute increments with the minimum duration for billing purposes of one (1) minute, and (ii) may include a per call charge, a monthly minimum usage charge, or both. Users' billing and payment options include (i) major credit card, or (ii) direct invoice. The following rates and charges apply to the Orchestrate™ office Service:

- (i) Service Establishment Charge: \$15.00
- (ii) Monthly Charge: \$29.95
- (iii) Long Distance Charges:

	Usage Charges	Per Call Surcharge
Orchestrate™ Rates	\$0.15 (R)	N/A (R)

4.12 Personal Toll-Free Service Rates

Calls placed using the Company's Personal Toll-Free Services are billed in six (6) second increments with a minimum billing period for billing purposes of eighteen (18) seconds. The following rates apply to the Company's Personal Toll-Free Service:

	Peak Period	Non-Peak Period
Plan 1	\$0.170	\$0.170

4.13 Payphone Compensation Surcharge

Customer dialed 800, 888, 877 and "101-XXXX" calls originated from pay telephones to obtain access to the Company's Services may incur a per-call surcharge of up to \$0.50.

4.14 Account Maintenance Fee

The Company may charge Users of its Prepaid Calling Cards a monthly Account Maintenance Fee of \$0.50.

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4.15 Directory Assistance

The Company does not provide directory assistance. Access to long distance directory assistance may be obtained by dialing 1+(area code)+555-1212. User will be charged (or Customer will be billed) \$0.65 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.16 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit in an amount of 25% of the regularly billed charges under Section 2.6 for calls made between TDDs. The credit will appear on the Customer's subsequent bill.

4.17 Application Periods

The following application periods apply to the rates established in this Section 4.

MON. TUES. WED. THU. FRI. SAT. SUN.

8:00 AM
to Day Rate Period N/Wkd
5:00 PM |-----||-----|

5:00 PM
to Evening Rate Period N/Wkd Eve.
11:00 PM |-----||-----|

11:00 PM
to Night/Weekend Rate Period
8:00 AM |-----|

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4.18 Computation of Charges

4.18.1 Calls will be billed in increments of either (i) an initial thirty (30) seconds period and additional periods of six (6) seconds, (ii) an initial sixty (60) seconds period and additional periods of thirty (30) seconds, or (iii) an initial one (1) minute period and additional periods of one (1) minute, as set forth in Sections 3.1 and 4. Where answer supervision is available, the time of each call begins as set forth in Subsection 4.18.2 below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.

4.18.2 Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Other Provider. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

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